

## Service Contract Form Filings Checklist

- \_\_\_\_\_ Did you properly complete the transmittal form?
- \_\_\_\_\_ Does the contract contain this statement as required by **31A-6a-104(2)**?  
*"Obligations of the provider under this service contract are guaranteed under a service contract reimbursement insurance policy. Should the provider fail to pay or provide service on any claim within 60 days after proof of loss has been filed, the contract holder is entitled to make a claim directly against the Insurance Company."*
- \_\_\_\_\_ Does the contract conspicuously state name, address, and toll free claims service telephone number of the insurer.
- \_\_\_\_\_ Does the contract identify the provider, seller, and service contract holder?
- \_\_\_\_\_ Does the contract state total purchase price, **and terms** under which it is to be paid?
- \_\_\_\_\_ If you require prior approval of repair work, does the contract *"conspicuously state the procedure for obtaining prior approval and for making a claim, including a toll free telephone number for claim service and procedure for obtaining reimbursement for emergency repairs performed outside of normal business hours," as required in 31A-6a-104(5)?*
- \_\_\_\_\_ Does the contract provide a space for a deductible amount or state "no deductible"?
- \_\_\_\_\_ Does the contract specify merchandise, services provided, limitations, exceptions, or exclusions?
- \_\_\_\_\_ If you have preexisting limitations, does the contract specifically state those preexisting conditions that are excluded from coverage?
- \_\_\_\_\_ Does the contract state the conditions upon which the use of nonmanufacturers parts will be allowed?
- \_\_\_\_\_ Does the contract state terms, restrictions or conditions governing the transferability?
- \_\_\_\_\_ Does the contract state terms, restrictions or conditions governing cancellations? The contract must satisfy the termination and cancellation provisions of Sections **31A-21-303** through **31A-21-305** of the Utah Code.
- \_\_\_\_\_ Does the contract comply with the requirements of **31A-6a-104(11)** that any contract may not be issued, sold, or offered for sale in this state unless the contract contains a statement in substantially the following form, *"Coverage afforded under this contract is not guaranteed by the Property and Casualty Guaranty Association."*
- \_\_\_\_\_ Does the contract comply with Utah Code Ann. §31A-21-312 proof of loss requirements?
- \_\_\_\_\_ Do not include variable information or information in brackets in your contracts.

**If your contract does not comply with the above it will be prohibited.**